



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 3 TO THE RICHARD MORRONE DBA
BIO-GRAPH AGREEMENT NUMBER H-209084
(1st, 2nd , and 5th Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement No. H-209084 with Richard Marrone, Inc. dba Bio-Graph, to extend the Agreement through December 31, 2004, on a month-to-month basis, with a maximum obligation of \$77,571, 100% net County cost, and to allow the Director, or his designee, upon the Director's written approval, to reallocate funding among the facilities, not to exceed the Agreement's maximum obligation for Fiscal Year 2004-05.
2. Delegate authority to the Director of Health Services, or his designee, upon the Director's written approval to reallocate funding for Fiscal Year 2003-04 among the facilities, not to exceed the Agreement's maximum obligation for Fiscal Year 2003-04.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this recommendation , the Board is allowing the Department to maintain uninterrupted ophthalmic diagnostic photography services at the following medical centers: Los Angeles County +USC Medical Center, Martin Luther King, Jr./Drew Medical Center

(King/Drew), Harbor-UCLA Medical Center, and Olive View-UCLA Medical Center. The reallocation for Fiscal Year (FY) 2003-04 is necessary to provide sufficient funding for services that were performed at King/Drew over and above the estimated number of services originally anticipated, and is an adjustment to the previously approved Board agreement. The delegated authority to the Director is necessary to assure sufficient funds are immediately available for reallocation, as required.

FISCAL IMPACT/FINANCING:

The maximum County obligation for Amendment No. 3 is \$77,571, 100% offset by net County costs for the period effective July 1, 2004 through December 31, 2004. The facility amounts are as follows: LAC+USC \$34,950; King/Drew \$9,500; Harbor - UCLA \$18,158; and Olive-View \$14,963, for a total of \$77,571. Funding is available in the FY 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Currently, four DHS facilities utilize ophthalmic diagnostic photography services which is used as an aid in diagnosing diseases such as sickle cell anemia and diabetic retinopathy. The photographs are also used to identify blood vessel leaks and hematomas in the eye.

On March 19, 1998, the Board approved the Agreement. Two subsequent amendments have extended the term of the Agreement to June 30, 2004.

County Counsel will approve the Amendment prior to its use.

Attachment A provides additional information.

This Amendment request is in accordance with DHS Strategic plan to provide quality health care service to the citizens of Los Angeles County.

CONTRACTING PROCESS:

It is inappropriate to advertise amendments on the Los Angeles County Web Site. The Department of Health Services will conduct a competitive solicitation during the term of this extension to determine if there are any other qualified vendors in the community who can provide the required services.

Current County policy requires timely submission of contracts for Board approval. However, these contracts were not placed on the Board agenda three weeks in advance of their effective

The Honorable Board of Supervisors
June 17, 2004
Page 3

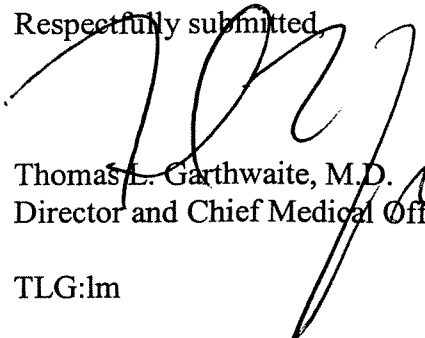
date, as required under this policy, because of prolonged negotiations with the contractor and complex analysis of funding issues.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The provision of ophthalmic diagnostic photography services will continue without interruption.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm

Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT1. Type of Service:

Ophthalmic diagnostic photography service.

2. Contractor Address and Contact Person:

Richard Morrone, Inc. dba Bio-Graph
 11543 Otsego Street
 North Hollywood, California 91601
 Attention: Richard Morrone, President
 Telephone: (818) 761-8101

3. Term:

On March 19, 1998, the Board approved Agreement No. H-209084. Two subsequent amendments have extended the term to June 30, 2004. The term of Amendment 3 will be effective July 1, 2004 through December 31, 2004.

4. Financial Information:

<u>FACILITY</u>	<u>AMENDMENT NO. 3</u> 7/01/04-12/31/04
LAC + USC Medical Center	\$34,950
King/Drew Medical Center	\$ 9,500
Harbor-UCLA Medical Center	\$18,158
Olive View-UCLA Medical Center	<u>\$14,963</u>
Total:	\$77,571

5. Approvals:

LAC + USC Medical Center:	Pete Delgado, CEO
Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
Olive View Medical Center:	Melinda Anderson, CEO
Martin L. King/Drew Medical Center:	David L. Runke, Acting CEO
Contracts and Grants Division:	Irene E. Riley, Director, Contract Administration
County Counsel (approval as to form):	Elizabeth J. Friedman, Senior Deputy County Counsel

OPHTHALMOLOGY PHOTOGRAPHY SERVICE AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

RICHARD MORRONE, INC.,
DBA BIO-GRAPH (hereafter
"Contractor")

WHEREAS, reference is made to that certain document entitled
"OPHTHALMOLOGY PHOTOGRAPHY SERVICE AGREEMENT", dated March 31,
1998, and any Amendments thereto, all further identified as
County Agreement H-209084 (hereafter referred to as "Agreement");
and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. The first subparagraph of Agreement Paragraph 1, TERM
AND TERMINATION, shall be amended as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on April 1, 1998, and shall continue in full force and effect on a month-to-month basis through December 31, 2004, unless sooner terminated by County. During the July 1, 2004 through December 31, 2004 term extension, the maximum obligation for Contractor's services performed shall be Seventy-Seven Thousand Five Hundred Seventy-One Dollars (\$77,571) allocated as follows: LAC+USC Medical Center, Thirty-Four Thousand Nine Hundred Fifty Dollars (\$34,950), King/Drew Medical Center, Nine Thousand Five Hundred Dollars (\$9,500), Harbor - UCLA Medical Center, Eighteen Thousand One Hundred Fifty-Eight Dollars (\$18,158), and Olive View - UCLA Medical Center, Fourteen Thousand Nine Hundred Sixty-Three Dollars (\$14,963)."

3. Agreement Paragraph 38, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced as follows:

"38. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY policy to conduct business only with responsible CONTRACTORS.

B. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

C. COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

D. If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

E. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall

have the right to modify, deny or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

G. These terms shall also apply to subcontractors of COUNTY CONTRACTORS."

4. Agreement Paragraph 41, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced as follows:

"41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CCSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b). These terms shall also apply to subcontractors of COUNTY CONTRACTORS."

5. Paragraph 42, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, is hereby deleted in its entirety.

6. Paragraph 43, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced to read as follows:

"43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of CONTRACTOR to maintain compliance with the requirements set forth in "CONTRACTOR'S Warranty of Adherence to COUNTY Child Support Compliance Program" Paragraph shall constitute default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to

" Paragraph 1 "Term and Termination" of this Agreement and
pursue debarment of CONTRACTOR, pursuant to COUNTY Code
Chapter 2.202."

7. Except for the changes set forth in this Amendment,
Agreement shall not be changed in any other respect by this
Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

RICHARD MORRONE, INC. DBA BIO-GRAPH
Contractor

By _____
Signature

Title

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

biographamendment3